

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 04-180**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

10,000 GVWR LOW PROFILE BEAVERTAIL TURF TRAILER

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, July 21, 2004 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

PROPOSAL
SPECIFICATION NO. 04-180
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, July 21, 2004

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit cost</u>	<u>Total Cost</u>
1.	5	Each	10,000 GVWR Low Profile Beavertail Turf Trailers	\$_____	\$_____
			Make_____		
			Manu._____		
2.	Option	Each	14' flat deck and 22' 6" overall length in lieu of 18' flat deck and 26' 6" overall length	\$_____	\$_____
			Make_____		
			Manu._____		

BID SECURITY REQUIRED: _____ YES ☒ NO

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 04-180**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

ESTIMATED DELIVERY DAYS

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: Bid

Company Name _____

**SPECIFICATIONS
FOR
10,000 GVWR LOW PROFILE BEAVERTAIL TURF TRAILER**

1. INTENDED APPLICATION

- 1.1 The intent of this specification is to describe a 10,000 lb. GVWR Low Profile Beavertail Turf Trailer for use by the City of Lincoln in transporting of front line riding mowers and other miscellaneous turf equipment.
- 1.2 Successful bidder must demonstrate the capability of driving on and off the trailer with low profile turf equipment currently in the City's Fleet with no dragging or scraping from both forward and backward directions.

2. MATERIALS

- 2.1 Materials will be at least minimum standards and of a quality currently used commercially and conforming to current engineering and manufacturing practices of trailer industries.
- 2.2 Materials will be free of defects which would adversely affect the function or appearance of the finished trailer.

3. DESIGN

- 3.1 The double axle tag-a-long trailer furnished under this specification will be of the manufacture's current design and will conform to the minimum requirements set forth herein.
- 3.2 Current literature with dimensions and pictures must accompany copy of specifications with bid.

4. MODEL

- 4.1 ULLHAL Manufacturing Model 212 WB-S or approved equal.

YES | NO

5. BASIC DESIGN

- ___ | ___ 5.1 Minimum 10,000 LBS. GVWR capacity at 50 MPH.
- ___ | ___ 5.2 Double axle configuration.
- ___ | ___ 5.3 Tag-a-long trailer design.
- ___ | ___ 5.4 Full width, two section fold down ramps for loading and unloading.
- ___ | ___ 5.5 Approximately 6700 LBS. payload capacity at 50 MPH.
(NOTE: Please state payload capacity _____ LBS.)

6. DIMENSIONS

- ___ | ___ 6.1 Overall length 26' 6" maximum.
- ___ | ___ 6.2 Flat deck length 18'.
- ___ | ___ 6.3 Tongue length 55" minimum.
- ___ | ___ 6.4 Deck height 28" empty maximum.
- ___ | ___ 6.5 Deck width inside fenders 80 ½" minimum.
- ___ | ___ 6.6 Overall width 102" maximum.
- ___ | ___ 2.7 Beavertail 3' 6" with approximately 10" deflection.
- ___ | ___ 6.8 Must be capable of allowing 10 to 15 % of the gross vehicle weight to be transferred to the towing vehicle.

Page 2

YES | NO7. **FRAME**

- ___ | ___ 7.1 Steel main frame designed with ample safety factor and electrically welded where steel meets steel.
- ___ | ___ 7.2 6" x 2" rectangular steel tube long members.
- ___ | ___ 7.3 3" x 1 ½" C-Channel cross members on 24" centers.
- ___ | ___ 7.4 5" C-Channel perimeter frame.

8. **TONGUE**

- ___ | ___ 8.1 Steel construction A-frame design to allow 10 to 15 % of the gross load transfer on to the towing vehicle, with ample safety factor to prevent deformation.

9. **SUSPENSION**

- ___ | ___ 9.1 Heavy duty equalizer spring type suspension (Mobile home components not acceptable).

10. **AXLES**

- ___ | ___ 10.1 Double axle configuration with minimum 5200 LB rating per axle.
- ___ | ___ 10.2 GVWR tag will not exceed 10,000 LBS. maximum.

11. **BRAKES**

- ___ | ___ 11.1 Hydraulic surge type brakes with breakaway protection.
- ___ | ___ 11.2 All wheel brakes.

12. **TIRES**

- ___ | ___ 12.1 ST225/75R 15 Load Range D 8 Ply.
- ___ | ___ 12.2 Tires to be Special Trailer type with a maximum diameter of 28.1 inches.

13. **WHEELS**

- ___ | ___ 13.1 Six hole disc or spoke type wheels.
- ___ | ___ 13.2 Total capacity must meet or exceed tire capacity at 50 MPH.

14. **TONGUE STAND**

- ___ | ___ 14.1 7,000 LB. heavy duty drop-leg, screw down jack. (Note: Jack must be installed in a manner as to not interfere with the operation of the winch or removal of the brake master cylinder.

15. **PINTLE EYE**

- ___ | ___ 15.1 Heat treated pintle eye with an inside diameter of approximately three (3) inches.
- ___ | ___ 15.2 Pintle eye material to be 1 5/8" minimum stock.
- ___ | ___ 15.3 Adjustable pintle eye.

16. STAKE POCKETS - TIE DOWNS - SIDES

- ___ | ___ 16.1 3 ½" x 3" protected stake pockets, suitable for use as tie downs every 12" from front of bed to front of fenders.
- ___ | ___ 16.2 Five (5) pockets across the front of the bed, four (4) pockets from rear of fenders to rear of deck.
- ___ | ___ 16.3 Two (2) D-rings per side on beaver tail.
- ___ | ___ 16.4 5" removable, reversible steel sides across the front and on both sides, from front of bed to front of fenders.
- ___ | ___ 16.5 Stake pockets to be installed on the inside of the perimeter frame and to be accessible as tie downs with sides in place.
- ___ | ___ 16.6 Four (4) 2" x 27' ratchet style load huggers, with flat hook terminations at each end, and 5,000 LB. capacity.

17. DECKING

- ___ | ___ 17.1 2 inch thick, pressure treated yellow pine.
- ___ | ___ 17.2 Decking to run lengthwise securely fastened to trailer subfloor.
- ___ | ___ 17.3 Heavy duty, treadplate, drive-over fenders, 4 inches high approximately.

18. BEAVERTAIL

- ___ | ___ 18.1 Expanded metal construction self-cleaning design.

19. RAMP

- ___ | ___ 19.1 Two section, full width design.
- ___ | ___ 19.2 Channel frame with expanded metal decking.
- ___ | ___ 19.3 Independent vertical transport locks for each section and a horizontal section lock.
(Note: Lock pins to be tapered on the ends for easy alignment and operation)
- ___ | ___ 19.4 Spring assist lifting system capable of providing adequate lift assist for a 300 lb. ramp.
- ___ | ___ 19.5 Individual ramp section width 45".(Combined in lock position 90" overall width)
- ___ | ___ 19.6 Ramp section length 5' 6".
- ___ | ___ 19.7 Expanded metal supports on 6" centers.
- ___ | ___ 19.8 Easily accessible lift handles on both ramp sections.

20. ELECTRICAL SYSTEM

- ___ | ___ 20.1 All lighting must meet or exceed F.M.V.S.S. 108 and meet all S.A.E., I.C.C. and D.O.T. requirements.
- ___ | ___ 20.2 All wiring to be ran through steel conduit for protection (full length).
- ___ | ___ 20.3 All lights to be grommet mounted LED sealed with sealed connectors and single piece harness.
- ___ | ___ 20.3.1 Splices will be limited as much as possible but if required will be solder and heat shrink connections. Crimp type or SCOTCK-LOC connections are not acceptable.
- ___ | ___ 20.4 Four (4) feet of conductor wire will be installed with a six (6) a terminal trailer plug (NAPA part #TC 6207).

YES | NO**21. MISCELLANEOUS EQUIPMENT**

- ____ | ____ 21.1 Two (2) 42 inch long grade 50 safety chains with hooks.
(NOTE: Chain attachment must conform to SAE standards, and breaking strength must conform to D.O.T. Title 49, Section 393.70 paragraph 3.)
- ____ | ____ 21.2 License plate holder.
- ____ | ____ 21.3 Two-speed ratchet type 2500 lb. winch with 50' of 5/16" steel cable and hook.
- ____ | ____ 17.3.1 Winch to be pedestal mounted at rear of tongue A-frame assembly.
- ____ | ____ 21.4 Spare tire and wheel mounted on movable carrier, for side pocket installation.

22. PAINT

- ____ | ____ 22.1 Unit to be acid etched prior to painting.
- ____ | ____ 22.2 One coat of primer applied in accordance with the Product Data Sheet.
- ____ | ____ 22.3 One finish coat of high quality enamel paint applied in accordance with the Product Data Sheet.
- ____ | ____ 22.4 Entire system will have a minimum of 4.0 mil. dry film thickness.

23. MANUALS

- ____ | ____ 23.1 Two (2) complete parts manuals.
- ____ | ____ 23.2 Two (2) complete service manuals.

24. CONFORMANCE

- ____ | ____ 24.1 Trailer must conform to all current Department of Transportation Regulations and must meet all Motor Carrier Safety Regulations as covered in Title 49 of Federal Regulations. All GVWR and GAWR must be at a speed of 50 MPH and all name tags placed upon the trailer must indicate the same.

25. OPTION

- ____ | ____ 25.1 14' flat deck and 22' 6" overall length in lieu of 18' flat deck and 26' 6" overall length.
- ____ | ____ 25.1.1 All other specifications will remain the same.

26. Warranty

- 26.1 Standard manufacturers' warranty will apply.
- 26.1.1 Please state terms and conditions of warranty on bid proposal.
- 26.1.2 During the warranty period, it will be the responsibility of the distributor to perform warranty repairs F.O.B., Fleet Services Garage, 901 North 6th Street, Lincoln, Nebraska or, at the distributor's discretion, to transport the equipment to the factory-authorized repair facility for such repairs.
- 26.1.3 All transportation costs associated with such warranty repairs will be paid by the distributor.

27. Delivery

- 27.1 Delivery shall be FOB City of Lincoln, Fleet Services Garage, 901 North 6th Street, Lincoln, Nebraska 68508. Completely assembled and ready for operation. Please state delivery date on bid proposal.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.